

# **EXHIBIT**

# **1**



# The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

**Headquarters:** 6200 S. Gilmore Road, Fairfield, OH 45014-5141

**Mailing address:** P.O. Box 145496, Cincinnati, OH 45250-5496

[www.cinfin.com](http://www.cinfin.com) ■ 513-870-2000

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** CSU0170364

**PREVIOUS POLICY NUMBER:** CSU0170364

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

This is a true and certified copy of the policy.

Refer to Named Insured Schedule CSIA409

1541 RIDGE AVE

PHILADELPHIA PA 19130

Scott E. Hintze, Vice President

**PRODUCER - Your contact for matters pertaining to this policy: 12-337**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

Surplus Lines Broker:  
527787

CSU Producer Resources, Inc.  
6200 South Gilmore Road  
Fairfield, OH 45014-5141  
Scott Hintze

**Policy Period:** From 06/15/2022 To 06/15/2023 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**Form of Business:**

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company ☐ Other

**Business Description:** Student Housing

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

COVERAGE PARTS	PREMIUM
<b>DEPOSIT PREMIUM</b>	
Commercial General Liability	\$ [REDACTED]
Terrorism Risk Insurance Extension Act	[REDACTED]
<b>TOTAL POLICY PREMIUM</b>	\$ [REDACTED]
<b>CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.</b>	
Broker Fee	\$ [REDACTED]
Surplus Lines Taxes	\$ [REDACTED]
Stamping Fee	\$ [REDACTED]
Other Taxes or Fees	[REDACTED]
<b>TOTAL</b>	\$ [REDACTED]
Premium is subject to annual audit: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**NOTICE TO POLICYHOLDER:**

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

Billing Method: **Agency Bill**

**FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:**

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized representative or countersignature, where applicable)

POLICY NUMBER CSU0170364

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NAMED INSURED SCHEDULE**

This Schedule supplements the Declarations.

### **SCHEDULE**

Named Insured: **RM Development Partners**

15th St Lighthouse, LLC  
Temple Properties, LLC  
1519 Sydenham Development LLC  
16th St Development, LLC  
CTW Cambridge, LLC  
Vandalay Building, LLC  
CTW Arlington, LLC  
3C Investments, LLC  
BTM on Berks, LLC  
1807 Bouvier, LLC  
CTW Bouvier, LLC  
DTR Holdings, LLC  
1511 17th St LP  
1618 Sydenham LLC  
Axe Development Pickle LP  
Balboa Building 15th LP  
Broad St Bullies LP  
Rick James LLC  
1511 17th St LP  
1514 Master St LLC  
CTW Arlington LLC  
1809 18th LLC  
BTM on 18th LLC

**THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Attached to and forming part of POLICY NUMBER: <u>CSU0170364</u>	Effective date: <u>06/15/2022</u>
Named Insured: <u>RM Development Partners</u>	

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>	
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$ <u>100,000</u>	Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>Excluded</u>	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u>	Any one person or organization
GENERAL AGGREGATE LIMIT		\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$ <u>2,000,000</u>

<b>FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:</b> Refer to Forms and Endorsements Schedule CSIA 406
<b>COMMERCIAL GENERAL LIABILITY PREMISES SCHEDULE :</b> Refer to CSGA 403

<b>COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM SCHEDULE:</b> Refer to CSGA 408
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Premium is subject to annual audit: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>TOTAL DEPOSIT PREMIUM \$</b> <span style="background-color: black; color: black;">[REDACTED]</span>
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**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
1	1533 N SYDENHAM ST PHILADELPHIA PA 19121
2	1330 N 15TH ST PHILADELPHIA PA 19121
3	1408 N WILLINGTON ST PHILADELPHIA PA 19121
4	1424 N WILLINGTON ST PHILADELPHIA PA 19121
5	1519 - 1521 N 16TH ST PHILADELPHIA PA 19121
6	1519 N SYDENHAM ST PHILADELPHIA PA 19121
7	1521 W SEYBERT ST PHILADELPHIA PA 19121
8	1705 ARLINGTON ST PHILADELPHIA PA 19121
9	1708 FONTAIN ST PHILADELPHIA PA 19121
10	1710 CAMBRIDGE ST PHILADELPHIA PA 19130
11	1714 FONTAIN ST PHILADELPHIA PA 19121
12	1725 ARLINGTON ST PHILADELPHIA PA 19121

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
13	1728 N GRATZ ST PHILADELPHIA PA 19121
14	1733 N GRATZ ST PHILADELPHIA PA 19121
15	1804 W BERKS ST PHILADELPHIA PA 19121
16	1804 W MONTGOMERY AVE PHILADELPHIA PA 19121
17	1807 N BOUVIER ST PHILADELPHIA PA 19121
18	1815 W MONTGOMERY AVE PHILADELPHIA PA 19121
19	1823 N BOUVIER ST PHILADELPHIA PA 19121
20	1825 N BOUVIER ST PHILADELPHIA PA 19121
21	1826 W MONTGOMERY AVE PHILADELPHIA PA 19121
22	1832 W MONTGOMERY AVE PHILADELPHIA PA 19121
23	1844 N GRATZ ST PHILADELPHIA PA 19121
24	1906 N 18TH ST PHILADELPHIA PA 19121

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
25	1916 N 18TH ST PHILADELPHIA PA 19121
26	1918 N 18TH ST PHILADELPHIA PA 19121
27	1928 N GRATZ ST PHILADELPHIA PA 19121
28	1929 N 18TH ST PHILADELPHIA PA 19121
29	1935 N 18TH ST PHILADELPHIA PA 19121
30	1947 N 18TH ST PHILADELPHIA PA 19121
31	1950 N GRATZ ST PHILADELPHIA PA 19121
32	1955 N 18TH ST PHILADELPHIA PA 19121
33	2001 N CLEVELAND ST PHILADELPHIA PA 19121
34	2003 N CLEVELAND ST PHILADELPHIA PA 19121
35	2004 N CLEVELAND ST PHILADELPHIA PA 19121
36	2028 N 18TH ST PHILADELPHIA PA 19121



**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

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<b>LOC.</b>	<b>ADDRESS</b>
37	2107 N 17TH ST PHILADELPHIA PA 19121
38	411 DIAMOND ST PHILADELPHIA PA 19122
39	1511 N 17TH ST PHILADELPHIA PA 19121
40	1914 N GRATZ ST PHILADELPHIA PA 19121
41	1618 N SYDENHAM ST PHILADELPHIA PA 19121
42	1841-43 N 19TH ST PHILADELPHIA PA 19121
43	1338 N 15TH ST PHILADELPHIA PA 19121
44	1739 PAGE ST PHILADELPHIA PA 19121
45	1514 W MASTER ST PHILADELPHIA PA 19121
46	1533-35 N SYDENHAM ST PHILADELPHIA PA 19121
47	1809 N 18TH ST PHILADELPHIA PA 19121
48	1820 N 18TH ST PHILADELPHIA PA 19121

**Commercial General Liability Premises Schedule**

**POLICY NUMBER:** CSU0170364

**POLICY EFFECTIVE DATE:** 06/15/2022

☒ **if Supplemental  
Declarations Is Attached**

**NAMED INSURED:** RM Development Partners

<b>LOC.</b>	<b>ADDRESS</b>
49	1834 N 18TH ST PHILADELPHIA PA 19121

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
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**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

**SECTION I - COVERAGES****COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;

- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone

else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored,

treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat,



smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### **g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is

owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

#### **h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

**COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as

damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**COVERAGE C - MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
 provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by

physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:



- a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.
- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
    - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
    - b. This insurance applies to such liability assumed by the insured;
    - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
    - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

**SECTION II - WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

**(2) "Property damage" to property:**

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred

before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or

temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;



(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

#### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow

this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this

Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
- (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises



you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.**

**21. "Your product":**

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22. "Your work":
  - a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

# CHANGES TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM TABLE OF CONTENTS

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CHANGES TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### **EXCLUSION - ADDITIONAL INSURED PRIOR KNOWLEDGE**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to an additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit," if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the policy period in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence," claim or "suit":

1. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the "bodily injury," or "property damage";
3. First observes or reasonably should have first observed, the "bodily injury" or "property damage"; or
4. Becomes aware, or reasonably should have become aware, by any means other than as described in 3. above, that "bodily injury" or "property damage" had occurred or had begun to occur.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:**

This insurance does not apply to an additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit," if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the policy period in which such "personal and advertising injury" was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an offense, claim or "suit":

1. Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
3. First observes or reasonably should have first observed, the "personal and advertising injury"; or
4. Becomes aware, or reasonably should have become aware, by any means other than as described in 3. above, that a "personal and advertising injury" offense had been committed or had begun to be committed.



## EXCLUSION - ASBESTOS

- A.** The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph **2. Exclusions** of **Section I - Coverage B - Personal and Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of, attributable to, or any way related to "asbestos" in any form or transmitted in any manner.
- b. Any loss, cost or expenses arising out of the abating, testing for, moni-

toring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "asbestos," by any insured or by any other person or entity.

- B.** The following definition is added to the **Definitions** Section:

"Asbestos" means any type or form of asbestos, including but not limited to, asbestos, asbestos products, asbestos fibers, asbestos contained in any product or material, or a mixture or combination of asbestos and other dust or particles.

## EXCLUSION - CROSS SUITS

- A.** The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph **2. Exclusions** of **Section I - Coverage B - Personal and Advertising Liability**:

**2. Exclusions**

This insurance does not apply to:

**Cross Suits**

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of any claim for damages by a Named Insured against another Named Insured.

## EXCLUSION - PRIOR INJURY OR DAMAGE

- A.** The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage**:

This insurance does not apply to any "bodily injury" or "property damage" that:

1. first occurred prior to the Effective date of this Coverage Part;
2. is alleged to be in the process of occurring as of the Effective date of this Coverage Part; or
3. is in the process of settlement, adjustment or "suit".

This exclusion applies to all continuing injury or damage:

1. arising from the same or similar cause, including continuous or repeated exposure to substantially the same general harmful conditions; or
2. at the same or adjacent location; or
3. from the same or similar work; or
4. from the same product or service.

- B.** The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage B - Personal and Advertising Injury**:

This insurance does not apply to "personal and advertising injury" that:

1. was first committed prior to the Effective date of this Coverage Part;
2. is alleged to be in the process of being committed as of the Effective date of this Coverage Part;
3. is in the process of settlement, adjustment or "suit".

This exclusion applies to all continuing injury or damage:

1. arising from the same or similar cause, including continuous or repeated exposure to substantially the same general harmful conditions; or
2. at the same or adjacent location; or
3. from the same or similar work; or
4. from the same product or service.

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## EXCLUSION - LEAD

- A.** The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability**:

### 2. Exclusions

This insurance does not apply to:

- a.** "Bodily injury," "property damage" or "personal and advertising injury" arising in whole or in part, out of the actual alleged, threatened or suspected

inhalation of, or ingestion of, absorption of, exposure to or presence of lead in any form.

- b.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of lead in any form, by any insured or by any other person or entity.

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## EXCLUSION OF NEWLY ACQUIRED ORGANIZATIONS AS INSURED

Paragraph 3. of **Section II - Who Is An Insured** does not apply and is deleted in its entirety.

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## EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

- A.** The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability**:

### 2. Exclusions

This insurance does not apply to:

Any claim of indemnification for punitive or exemplary damages. If a suit is brought against

any insured for a claim covered by this Coverage Part, seeking both compensatory and punitive or exemplary damages, we will provide a defense to such action. However, we will not have an obligation to pay for any costs, interest, or damages, attributable to punitive or exemplary damages. If state law provides for statutory multiple damage awards, we will pay only the amount of the award before the multiplier is added.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PENNSYLVANIA CHANGES - DEFENSE COSTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART - LEGAL LIABILITY COVERAGE FORM  
 COMMERCIAL PROPERTY COVERAGE PART - MORTGAGEHOLDER'S ERRORS AND OMISSIONS  
 COVERAGE FORM  
 ELECTRONIC DATA LIABILITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCT WITHDRAWAL COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK COVERAGE PART

**A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-related Practices Liability, Farm, Liquor Liability, Medical Professional Liability, Owners And Contractors Protective Liability, Pollution Liability, Product Withdrawal, Products/Completed Operations Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

**5.** Coverage **C** - Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

**B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

POLICY NUMBER: CSU0170364

COMMERCIAL GENERAL LIABILITY  
CG 03 00 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	
	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE	
Bodily Injury Liability OR	\$	\$
Property Damage Liability OR	\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$ 2,500

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

Defense costs and expenses are subject to the deductible. For the purposes of this endorsement, defense costs and claims expenses are included as damages and any payment applies only to amounts in excess of the deductible amount stated.

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1)** "Bodily injury";
      - (2)** "Property damage"; or
      - (3)** "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

**2. PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

**C.** The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

**D.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted

by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** Paragraph 1.b.(1) of the **Insuring Agreement** of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place at the premises designated in the **CSGA403 Commercial General Liability Premises Schedule**.

This insurance does not apply to "bodily injury" or "property damage" that takes place away from the premises designated in the **CSGA403 Commercial General Liability Premises Schedule**.

- B.** Paragraph 1.b. of the **Insuring Agreement** of **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted and replaced by the following:

- b. This insurance applies only to "personal and advertising injury" caused by an offense committed at the premises designated in the **CSGA403 Commercial General Liability Premises Schedule** during the policy period.
- c. Any "suit" or claim for damages must be brought within the "coverage territory", but must be caused by an offense committed at the premises designated in the **CSGA403 Commercial General Liability Premises Schedule** during the policy period.

- C.** The final paragraph of **Section II - Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named Insured in the Declarations; or for any operations or "your work" that takes place at any location that is not designated in the **CSGA403 Commercial General Liability Premises Schedule**.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – HABITATIONAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” caused by or arising out of:

- 1.** Any actual or alleged violation of any building code, ordinance or statute;
- 2.** Any actual or alleged wrongful eviction;
- 3.** Any actual or alleged discrimination; or
- 4.** Any intrusion, infiltration, discharge, leakage, seepage, backup or overflow of any water or moisture from any sewer, main, drain, pipe, plumbing system, heating system, refrigeration system, air conditioning system, appliance, sprinkler system, ditch, stream, river or levee. This includes any water or moisture that enters the interior of a building by any means or method.



POLICY NUMBER: CSU0170364

COMMERCIAL GENERAL LIABILITY  
CG 20 11 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – MANAGERS OR  
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b> All locations per location schedule excluding 1710 Cambridge St	
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> JBMP Group & PIP Property Management 1133 E Columbia Ave Ste 101 Philadelphia, PA	
<b>Additional Premium:</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - ASSAULT OR BATTERY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following exclusion is added to Paragraph 2., Exclusions of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2., Exclusions of **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**:

#### **Assault Or Battery**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" that in any way, in whole or in part, arises out of an actual, threatened or alleged:

1. Assault or battery whether caused by or at the instigation or direction of any insured, their employees, patrons or any other person;
2. Failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery; or
3. Failure to provide an environment safe from assault or battery, including but not limited to the failure to provide adequate security, or failure to warn of the dangers of the environment that could contribute to assault or battery; or
4. Failure to render or secure medical treatment or care necessitated by any assault or battery; or

5. Negligent investigation or reporting or failure to report any assault or battery to proper authorities; or

6. Negligent:
  - a. Employment;
  - b. Supervision;
  - c. Training;
  - d. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by the **Assault Or Battery** exclusion above.

- B.** For the purpose of this endorsement the words assault and battery are intended to include, but are not limited to, sexual assault.

- C.** Exclusion 2.a. of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted in its entirety and replaced by the following:

#### **2. a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections and Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PER LOCATION GENERAL AGGREGATE  
LIMIT WITH MAXIMUM ANNUAL  
AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to operations at a single location shown on the Commercial General Liability Premises Schedule (CSGA403).
1. A separate Per Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Per Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Per Location General Aggregate Limit for that single location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Location General Aggregate Limit for any other single location.
  4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense
- continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location General Aggregate Limit.
5. The sum of all Per Location General Aggregate Limit, regardless of the number of locations, shall not exceed \$5,000,000 in any one policy period.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to operations at a single location:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Per Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit or the Per Location General Aggregate Limit.
- D.** The provisions of Section III - Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. Box 145496, CINCINNATI, OH 45250-5496

**CANCELLATION CREDIT**

POLICY NUMBER: CSU0170364

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409  
1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**

The Plexus Groupe LLC

12-337

21805 W Field Pkwy Ste 300

Deer Park IL 60010

Broker: 527787

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

**Date of Cancellation:** 11/15/2022 AT 12:01 A.M.  
STANDARD TIME AT YOUR MAILING ADDRESS  
SHOWN ABOVE.Signature of authorized representative or countersignature,  
where applicable:

	RETURN PREMIUM
Premium:	\$
Terrorism Risk Insurance Extension Act	\$
Broker Fee	\$
Surplus Lines Taxes	\$
Stamping Fee	\$
Other taxes or fees	\$
<b>TOTAL RETURN:</b>	\$

Other - re cancel

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. Box 145496, CINCINNATI, OH 45250-5496

**POLICY CHANGE ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: CSU0170364

Policy Change Endorsement Number: 6

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

12-337

Broker: 527787

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

**Effective Date of Policy Change:** 06/15/2022Signature of authorized representative or countersignature,  
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium		
Terrorism Risk Insurance Extension Act		
Surplus lines taxes		
Stamping fee		
Other taxes or fees		
<b>TOTAL DUE:</b>		

**NET TOTAL**

TYPE OF CHANGE	COVERAGE	DESCRIPTION
Add	Other	Adding location per form CSGA403

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 1

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
1	1533 N SYDENHAM ST PHILADELPHIA PA 19121
2	1330 N 15TH ST PHILADELPHIA PA 19121
3	1408 N WILLINGTON ST PHILADELPHIA PA 19121
4	1424 N WILLINGTON ST PHILADELPHIA PA 19121
5	1519 - 1521 N 16TH ST PHILADELPHIA PA 19121
6	1519 N SYDENHAM ST PHILADELPHIA PA 19121
7	1521 W SEYBERT ST PHILADELPHIA PA 19121
8	1705 ARLINGTON ST PHILADELPHIA PA 19121
9	1708 FONTAIN ST PHILADELPHIA PA 19121
10	1710 CAMBRIDGE ST PHILADELPHIA PA 19130
11	1714 FONTAIN ST PHILADELPHIA PA 19121
12	1725 ARLINGTON ST PHILADELPHIA PA 19121



**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
13	1728 N GRATZ ST PHILADELPHIA PA 19121
14	1733 N GRATZ ST PHILADELPHIA PA 19121
15	1804 W BERKS ST PHILADELPHIA PA 19121
16	1804 W MONTGOMERY AVE PHILADELPHIA PA 19121
17	1807 N BOUVIER ST PHILADELPHIA PA 19121
18	1815 W MONTGOMERY AVE PHILADELPHIA PA 19121
19	1823 N BOUVIER ST PHILADELPHIA PA 19121
20	1825 N BOUVIER ST PHILADELPHIA PA 19121
21	1826 W MONTGOMERY AVE PHILADELPHIA PA 19121
22	1832 W MONTGOMERY AVE PHILADELPHIA PA 19121
23	1844 N GRATZ ST PHILADELPHIA PA 19121
24	1906 N 18TH ST PHILADELPHIA PA 19121

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

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<b>LOC.</b>	<b>ADDRESS</b>
25	1916 N 18TH ST PHILADELPHIA PA 19121
26	1918 N 18TH ST PHILADELPHIA PA 19121
27	1928 N GRATZ ST PHILADELPHIA PA 19121
28	1929 N 18TH ST PHILADELPHIA PA 19121
29	1935 N 18TH ST PHILADELPHIA PA 19121
30	1947 N 18TH ST PHILADELPHIA PA 19121
32	1955 N 18TH ST PHILADELPHIA PA 19121
33	2001 N CLEVELAND ST PHILADELPHIA PA 19121
34	2003 N CLEVELAND ST PHILADELPHIA PA 19121
35	2004 N CLEVELAND ST PHILADELPHIA PA 19121
37	2107 N 17TH ST PHILADELPHIA PA 19121
38	411 DIAMOND ST PHILADELPHIA PA 19122

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
39	1511 N 17TH ST PHILADELPHIA PA 19121
40	1914 N GRATZ ST PHILADELPHIA PA 19121
41	1618 N SYDENHAM ST PHILADELPHIA PA 19121
42	1841-43 N 19TH ST PHILADELPHIA PA 19121
43	1338 N 15TH ST PHILADELPHIA PA 19121
44	1739 PAGE ST PHILADELPHIA PA 19121
45	1514 W MASTER ST PHILADELPHIA PA 19121
46	1533-35 N SYDENHAM ST PHILADELPHIA PA 19121
47	1809 N 18TH ST PHILADELPHIA PA 19121
48	1820 N 18TH ST PHILADELPHIA PA 19121
49	1834 N 18TH ST PHILADELPHIA PA 19121
51	1802 N BOUVIER ST PHILADELPHIA PA 19121

**The Cincinnati Specialty Underwriters Insurance Company**

P.O. Box 145496, Cincinnati, Oh 45250-5496

**REINSTATEMENT NOTICE**

POLICY NUMBER: CSU0170364

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409  
1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**The Plexus Groupe LLC  
21805 W Field Pkwy Ste 300  
Deer Park IL 60010

12-337

Broker: 527787

CSU Producer Resources, Inc.  
6200 South Gilmore Road  
Fairfield, OH 45014-5141  
Scott Hintze**Date of Reinstatement:** 11/15/2022 AT 12:01 A.M  
STANDARD TIME AT YOUR MAILING ADDRESS  
SHOWN ABOVE.Signature of authorized representative or countersignature,  
where applicable:

	ADDITIONAL PREMIUM
Premium:	\$
Terrorism Risk Insurance Extension Act	\$
Broker Fee	\$
Surplus Lines Taxes	\$
Stamping Fee	\$
Other taxes or fees	\$
<b>TOTAL ADDITIONAL PREMIUM:</b>	\$

Other - insured request

**THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. Box 145496, CINCINNATI, OH 45250-5496

**CANCELLATION CREDIT**

POLICY NUMBER: CSU0170364

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409  
1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**The Plexus Groupe LLC  
21805 W Field Pkwy Ste 300  
Deer Park IL 60010

12-337

Broker: 527787

CSU Producer Resources, Inc.  
6200 South Gilmore Road  
Fairfield, OH 45014-5141  
Scott Hintze**Date of Cancellation:** 11/15/2022 AT 12:01 A.M.  
STANDARD TIME AT YOUR MAILING ADDRESS  
SHOWN ABOVE.Signature of authorized representative or countersignature,  
where applicable:

	RETURN PREMIUM	
Premium:	\$	
Terrorism Risk Insurance Extension Act	\$	
Broker Fee	\$	
Surplus Lines Taxes	\$	
Stamping Fee	\$	
Other taxes or fees	\$	
<b>TOTAL RETURN:</b>	\$	

At your request, this policy is canceled. Your insurance will cease on the Date of Cancellation shown above. The Return Premium if any, is subject to conditions of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. Box 145496, CINCINNATI, OH 45250-5496

**POLICY CHANGE ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: CSU0170364

Policy Change Endorsement Number: 5

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

12-337

Broker: 527787

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

**Effective Date of Policy Change: 09/12/2022**Signature of authorized representative or countersignature,  
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium	\$	
Terrorism Risk Insurance Extension Act	\$	
Surplus lines taxes	\$	
Stamping fee	\$	
Other taxes or fees	\$	
<b>TOTAL DUE:</b>	\$	
<b>NET TOTAL</b>	\$	

TYPE OF CHANGE	COVERAGE	DESCRIPTION
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Amend

Additional Insured

Amend Additional Insured Address  
Per Revised CSGA4030 Attached

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 1



# The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

**Headquarters:** 6200 S. Gilmore Road, Fairfield, OH 45014-5141

**Mailing address:** P.O. Box 145496, Cincinnati, OH 45250-5496

[www.cinfin.com](http://www.cinfin.com) ■ 513-870-2000

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** CSU0170364

**PREVIOUS POLICY NUMBER:** CSU0170364

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy: 12-337**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

Surplus Lines Broker:  
527787

CSU Producer Resources, Inc.  
6200 South Gilmore Road  
Fairfield, OH 45014-5141  
Scott Hintze

**Policy Period:** From 06/15/2022 To 06/15/2023 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**Form of Business:**

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company ☐ Other

**Business Description:** Student Housing

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

COVERAGE PARTS	PREMIUM
<b>DEPOSIT PREMIUM</b>	
Commercial General Liability	\$ [REDACTED]
Terrorism Risk Insurance Extension Act	[REDACTED]
<b>TOTAL POLICY PREMIUM</b>	\$ [REDACTED]
<b>CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.</b>	
Broker Fee	\$ [REDACTED]
Surplus Lines Taxes	\$ [REDACTED]
Stamping Fee	\$ [REDACTED]
Other Taxes or Fees	[REDACTED]
<b>TOTAL</b>	\$ [REDACTED]
Premium is subject to annual audit: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



**NOTICE TO POLICYHOLDER:**

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

Billing Method: **Agency Bill**

**FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:**

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized representative or countersignature, where applicable)

POLICY NUMBER CSU0170364

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NAMED INSURED SCHEDULE**

This Schedule supplements the Declarations.

### **SCHEDULE**

Named Insured: **RM Development Partners**

1618 Sydenham LLC  
15th St Lighthouse, LLC  
Temple Properties, LLC  
1519 Sydenham Development LLC  
16th St Development, LLC  
CTW Cambridge, LLC  
Vandalay Building, LLC  
CTW Arlington, LLC  
3C Investments, LLC  
BTM on Berks, LLC  
1807 Bouvier, LLC  
CTW Bouvier, LLC  
DTR Holdings, LLC  
1511 17th St LP  
Axe Development Pickle LP  
Balboa Building 15th LP  
Broad St Bullies LP  
Rick James LLC  
1511 17th St LP  
1514 Master St LLC  
CTW Arlington LLC  
1809 18th LLC  
BTM on 18th LLC  
Girard St Bullies  
Chase Investments, LLC  
CTW Holdings 4, LLC  
RP Homes, LLC  
Trust the Process LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. Box 145496, CINCINNATI, OH 45250-5496

**POLICY CHANGE ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: CSU0170364

Policy Change Endorsement Number: 4

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

12-337

Broker: 527787

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

**Effective Date of Policy Change: 08/26/2022**Signature of authorized representative or countersignature,  
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium	\$	
Terrorism Risk Insurance Extension Act	\$	
Surplus lines taxes	\$	
Stamping fee	\$	
Other taxes or fees	\$	
<b>TOTAL DUE:</b>	\$	

<b>NET TOTAL</b>	\$
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TYPE OF CHANGE	COVERAGE	DESCRIPTION
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Delete

Other

Location 50: 629 W Girard Ave,  
Philadelphia, PA, 19123

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 1



# The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

**Headquarters:** 6200 S. Gilmore Road, Fairfield, OH 45014-5141

**Mailing address:** P.O. Box 145496, Cincinnati, OH 45250-5496

[www.cinfin.com](http://www.cinfin.com) ■ 513-870-2000

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** CSU0170364

**PREVIOUS POLICY NUMBER:** CSU0170364

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy: 12-337**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

Surplus Lines Broker:  
527787

CSU Producer Resources, Inc.  
6200 South Gilmore Road  
Fairfield, OH 45014-5141  
Scott Hintze

**Policy Period:** From 06/15/2022 To 06/15/2023 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**Form of Business:**

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company ☐ Other

**Business Description:** Student Housing

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

COVERAGE PARTS	PREMIUM
<b>DEPOSIT PREMIUM</b>	
Commercial General Liability	\$ [REDACTED]
Terrorism Risk Insurance Extension Act	[REDACTED]
<b>TOTAL POLICY PREMIUM</b>	\$ [REDACTED]
<b>CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.</b>	
Broker Fee	\$ [REDACTED]
Surplus Lines Taxes	\$ [REDACTED]
Stamping Fee	\$ [REDACTED]
Other Taxes or Fees	[REDACTED]
<b>TOTAL</b>	\$ [REDACTED]

**Premium is subject to annual audit:** ☐ Yes ☒ No

**NOTICE TO POLICYHOLDER:**

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

Billing Method: **Agency Bill**

**FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:**

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized representative or countersignature, where applicable)

POLICY NUMBER CSU0170364

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NAMED INSURED SCHEDULE**

This Schedule supplements the Declarations.

### **SCHEDULE**

Named Insured: **RM Development Partners**

1618 Sydenham LLC  
15th St Lighthouse, LLC  
Temple Properties, LLC  
1519 Sydenham Development LLC  
16th St Development, LLC  
CTW Cambridge, LLC  
Vandalay Building, LLC  
CTW Arlington, LLC  
3C Investments, LLC  
BTM on Berks, LLC  
1807 Bouvier, LLC  
CTW Bouvier, LLC  
DTR Holdings, LLC  
1511 17th St LP  
Axe Development Pickle LP  
Balboa Building 15th LP  
Broad St Bullies LP  
Rick James LLC  
1511 17th St LP  
1514 Master St LLC  
CTW Arlington LLC  
1809 18th LLC  
BTM on 18th LLC  
Girard St Bullies  
Chase Investments, LLC  
CTW Holdings 4, LLC  
RP Homes, LLC  
Trust the Process LLC

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
1	1533 N SYDENHAM ST PHILADELPHIA PA 19121
2	1330 N 15TH ST PHILADELPHIA PA 19121
3	1408 N WILLINGTON ST PHILADELPHIA PA 19121
4	1424 N WILLINGTON ST PHILADELPHIA PA 19121
5	1519 - 1521 N 16TH ST PHILADELPHIA PA 19121
6	1519 N SYDENHAM ST PHILADELPHIA PA 19121
7	1521 W SEYBERT ST PHILADELPHIA PA 19121
8	1705 ARLINGTON ST PHILADELPHIA PA 19121
9	1708 FONTAIN ST PHILADELPHIA PA 19121
10	1710 CAMBRIDGE ST PHILADELPHIA PA 19130
11	1714 FONTAIN ST PHILADELPHIA PA 19121
12	1725 ARLINGTON ST PHILADELPHIA PA 19121



**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
13	1728 N GRATZ ST PHILADELPHIA PA 19121
14	1733 N GRATZ ST PHILADELPHIA PA 19121
15	1804 W BERKS ST PHILADELPHIA PA 19121
16	1804 W MONTGOMERY AVE PHILADELPHIA PA 19121
17	1807 N BOUVIER ST PHILADELPHIA PA 19121
18	1815 W MONTGOMERY AVE PHILADELPHIA PA 19121
19	1823 N BOUVIER ST PHILADELPHIA PA 19121
20	1825 N BOUVIER ST PHILADELPHIA PA 19121
21	1826 W MONTGOMERY AVE PHILADELPHIA PA 19121
22	1832 W MONTGOMERY AVE PHILADELPHIA PA 19121
23	1844 N GRATZ ST PHILADELPHIA PA 19121
24	1906 N 18TH ST PHILADELPHIA PA 19121

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

---

<b>LOC.</b>	<b>ADDRESS</b>
25	1916 N 18TH ST PHILADELPHIA PA 19121
26	1918 N 18TH ST PHILADELPHIA PA 19121
27	1928 N GRATZ ST PHILADELPHIA PA 19121
28	1929 N 18TH ST PHILADELPHIA PA 19121
29	1935 N 18TH ST PHILADELPHIA PA 19121
30	1947 N 18TH ST PHILADELPHIA PA 19121
32	1955 N 18TH ST PHILADELPHIA PA 19121
33	2001 N CLEVELAND ST PHILADELPHIA PA 19121
34	2003 N CLEVELAND ST PHILADELPHIA PA 19121
35	2004 N CLEVELAND ST PHILADELPHIA PA 19121
37	2107 N 17TH ST PHILADELPHIA PA 19121
38	411 DIAMOND ST PHILADELPHIA PA 19122

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

<b>LOC.</b>	<b>ADDRESS</b>
39	1511 N 17TH ST PHILADELPHIA PA 19121
40	1914 N GRATZ ST PHILADELPHIA PA 19121
41	1618 N SYDENHAM ST PHILADELPHIA PA 19121
42	1841-43 N 19TH ST PHILADELPHIA PA 19121
43	1338 N 15TH ST PHILADELPHIA PA 19121
44	1739 PAGE ST PHILADELPHIA PA 19121
45	1514 W MASTER ST PHILADELPHIA PA 19121
46	1533-35 N SYDENHAM ST PHILADELPHIA PA 19121
47	1809 N 18TH ST PHILADELPHIA PA 19121
48	1820 N 18TH ST PHILADELPHIA PA 19121
49	1834 N 18TH ST PHILADELPHIA PA 19121

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. Box 145496, CINCINNATI, OH 45250-5496

**POLICY CHANGE ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: CSU0170364

Policy Change Endorsement Number: 4

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

12-337

Broker: 527787

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

**Effective Date of Policy Change:** 09/12/2022Signature of authorized representative or countersignature,  
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium		
Terrorism Risk Insurance Extension Act		
Surplus lines taxes		
Stamping fee		
Other taxes or fees		
<b>TOTAL DUE:</b>		

**NET TOTAL**

TYPE OF CHANGE	COVERAGE	DESCRIPTION
----------------	----------	-------------

Amend

Additional Insured

Amend Additional Insured Address  
Per Revised CSGA4030 Attached

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 1

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. Box 145496, CINCINNATI, OH 45250-5496

**POLICY CHANGE ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: CSU0170364

Policy Change Endorsement Number: 3

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

12-337

Broker: 527787

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

**Effective Date of Policy Change:** 07/06/2022Signature of authorized representative or countersignature,  
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium		
Terrorism Risk Insurance Extension Act		
Surplus lines taxes		
Stamping fee		
Other taxes or fees		
<b>TOTAL DUE:</b>		

**NET TOTAL**

TYPE OF CHANGE	COVERAGE	DESCRIPTION
Delete	Other	Loc. 31: 1950 N Gratz Street, Philadelphia, PA, 19121 Per Revised CSGA403 Attached

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 2

Delete

Other

Loc. 36: 2028 N 18th Street,  
Philadelphia, PA, 19121 Per  
Revised CSGA403 Attached

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 2 of 2

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

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4	1424 N WILLINGTON ST PHILADELPHIA PA 19121
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6	1519 N SYDENHAM ST PHILADELPHIA PA 19121
7	1521 W SEYBERT ST PHILADELPHIA PA 19121
8	1705 ARLINGTON ST PHILADELPHIA PA 19121
9	1708 FONTAIN ST PHILADELPHIA PA 19121
10	1710 CAMBRIDGE ST PHILADELPHIA PA 19130
11	1714 FONTAIN ST PHILADELPHIA PA 19121
12	1725 ARLINGTON ST PHILADELPHIA PA 19121



**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
13	1728 N GRATZ ST PHILADELPHIA PA 19121
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16	1804 W MONTGOMERY AVE PHILADELPHIA PA 19121
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18	1815 W MONTGOMERY AVE PHILADELPHIA PA 19121
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22	1832 W MONTGOMERY AVE PHILADELPHIA PA 19121
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24	1906 N 18TH ST PHILADELPHIA PA 19121

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

---

<b>LOC.</b>	<b>ADDRESS</b>
25	1916 N 18TH ST PHILADELPHIA PA 19121
26	1918 N 18TH ST PHILADELPHIA PA 19121
27	1928 N GRATZ ST PHILADELPHIA PA 19121
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29	1935 N 18TH ST PHILADELPHIA PA 19121
30	1947 N 18TH ST PHILADELPHIA PA 19121
32	1955 N 18TH ST PHILADELPHIA PA 19121
33	2001 N CLEVELAND ST PHILADELPHIA PA 19121
34	2003 N CLEVELAND ST PHILADELPHIA PA 19121
35	2004 N CLEVELAND ST PHILADELPHIA PA 19121
37	2107 N 17TH ST PHILADELPHIA PA 19121
38	411 DIAMOND ST PHILADELPHIA PA 19122

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
39	1511 N 17TH ST PHILADELPHIA PA 19121
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44	1739 PAGE ST PHILADELPHIA PA 19121
45	1514 W MASTER ST PHILADELPHIA PA 19121
46	1533-35 N SYDENHAM ST PHILADELPHIA PA 19121
47	1809 N 18TH ST PHILADELPHIA PA 19121
48	1820 N 18TH ST PHILADELPHIA PA 19121
49	1834 N 18TH ST PHILADELPHIA PA 19121
50	629-633 West Girard Ave and 1213 Nort PHILADELPHIA PA 19123

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. Box 145496, CINCINNATI, OH 45250-5496

**POLICY CHANGE ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: CSU0170364

Policy Change Endorsement Number: 3

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

12-337

Broker: 527787

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

**Effective Date of Policy Change:** 09/12/2022Signature of authorized representative or countersignature,  
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium		
Terrorism Risk Insurance Extension Act		
Surplus lines taxes		
Stamping fee		
Other taxes or fees		
<b>TOTAL DUE:</b>		

**NET TOTAL**

TYPE OF CHANGE	COVERAGE	DESCRIPTION
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Amend

Additional Insured

Amend Additional Insured Address  
per revised CSGA4030 Attached

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 1



# The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

**Headquarters:** 6200 S. Gilmore Road, Fairfield, OH 45014-5141

**Mailing address:** P.O. Box 145496, Cincinnati, OH 45250-5496

[www.cinfin.com](http://www.cinfin.com) ■ 513-870-2000

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** CSU0170364

**PREVIOUS POLICY NUMBER:** CSU0170364

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy: 12-337**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

Surplus Lines Broker:  
527787

CSU Producer Resources, Inc.  
6200 South Gilmore Road  
Fairfield, OH 45014-5141  
Scott Hintze

**Policy Period:** From 06/15/2022 To 06/15/2023 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**Form of Business:**

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company ☐ Other

**Business Description:** Student Housing

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

COVERAGE PARTS	PREMIUM
<b>DEPOSIT PREMIUM</b>	
Commercial General Liability	\$ [REDACTED]
Terrorism Risk Insurance Extension Act	[REDACTED]
<b>TOTAL POLICY PREMIUM</b>	\$ [REDACTED]
<b>CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.</b>	
Broker Fee	\$ [REDACTED]
Surplus Lines Taxes	\$ [REDACTED]
Stamping Fee	\$ [REDACTED]
Other Taxes or Fees	[REDACTED]
<b>TOTAL</b>	\$ [REDACTED]

**Premium is subject to annual audit:** ☐ Yes ☒ No

**NOTICE TO POLICYHOLDER:**

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

Billing Method: **Agency Bill**

**FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:**

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized representative or countersignature, where applicable)

POLICY NUMBER CSU0170364

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NAMED INSURED SCHEDULE**

This Schedule supplements the Declarations.

### **SCHEDULE**

Named Insured: **RM Development Partners**

1618 Sydenham LLC  
15th St Lighthouse, LLC  
Temple Properties, LLC  
1519 Sydenham Development LLC  
16th St Development, LLC  
CTW Cambridge, LLC  
Vandalay Building, LLC  
CTW Arlington, LLC  
3C Investments, LLC  
BTM on Berks, LLC  
1807 Bouvier, LLC  
CTW Bouvier, LLC  
DTR Holdings, LLC  
1511 17th St LP  
Axe Development Pickle LP  
Balboa Building 15th LP  
Broad St Bullies LP  
Rick James LLC  
1511 17th St LP  
1514 Master St LLC  
CTW Arlington LLC  
1809 18th LLC  
BTM on 18th LLC  
Girard St Bullies  
Chase Investments, LLC  
CTW Holdings 4, LLC  
RP Homes, LLC  
Trust the Process LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. Box 145496, CINCINNATI, OH 45250-5496

**POLICY CHANGE ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: CSU0170364

Policy Change Endorsement Number: 2

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

12-337

Broker: 527787

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

**Effective Date of Policy Change:** 06/15/2022Signature of authorized representative or countersignature,  
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium		
Terrorism Risk Insurance Extension Act		
Surplus lines taxes		
Stamping fee		
Other taxes or fees		
<b>TOTAL DUE:</b>		

**NET TOTAL**

TYPE OF CHANGE	COVERAGE	DESCRIPTION
Add	Other	Additional Named Insureds per revised CSIA409 attached

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 1



POLICY NUMBER CSU0170364

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NAMED INSURED SCHEDULE**

This Schedule supplements the Declarations.

### **SCHEDULE**

Named Insured: **RM Development Partners**

1618 Sydenham LLC  
15th St Lighthouse, LLC  
Temple Properties, LLC  
1519 Sydenham Development LLC  
16th St Development, LLC  
CTW Cambridge, LLC  
Vandalay Building, LLC  
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3C Investments, LLC  
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CTW Bouvier, LLC  
DTR Holdings, LLC  
1511 17th St LP  
Axe Development Pickle LP  
Balboa Building 15th LP  
Broad St Bullies LP  
Rick James LLC  
1511 17th St LP  
1514 Master St LLC  
CTW Arlington LLC  
1809 18th LLC  
BTM on 18th LLC  
Girard St Bullies  
Chase Investments, LLC  
CTW Holdings 4, LLC  
RP Homes, LLC  
Trust the Process LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

P.O. Box 145496, CINCINNATI, OH 45250-5496

**POLICY CHANGE ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: CSU0170364

Policy Change Endorsement Number: 1

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA 409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy:**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

12-337

Broker: 527787

CSU Producer Resources, Inc.

6200 South Gilmore Road

Fairfield, OH 45014-5141

Scott Hintze

**Effective Date of Policy Change:** 07/06/2022Signature of authorized representative or countersignature,  
where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium Terrorism Risk Insurance Extension Act Surplus lines taxes Stamping fee Other taxes or fees <b>TOTAL DUE:</b>		

**NET TOTAL**

TYPE OF CHANGE	COVERAGE	DESCRIPTION
Add	Additional Insured	Kearny Bank ISAOA/ATIMA PO Box 332 Carmel IN 46082 per CG2018 attached
Add	Additional Insured	PIP Property Management, LLC per the CG2011 attached

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 1 of 2

Add	Other	Named Insured Girard St Bullies per the revised CSIA409 attached
Add	Other	Loc. 50: 629-633 Girard Ave and 1213 North 7th St, Philadelphia 19123 per the revised CSGA403 attached
Add	Classification	Loc. 50: 60010, units, per the revised CSGA408 attached
Amend	Additional Insured	Remove the PIP Property Management, LLC from CG2011

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

CSIA 411 01 11

Page 2 of 2



# The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

**Headquarters:** 6200 S. Gilmore Road, Fairfield, OH 45014-5141

**Mailing address:** P.O. Box 145496, Cincinnati, OH 45250-5496

[www.cinfin.com](http://www.cinfin.com) ■ 513-870-2000

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** CSU0170364

**PREVIOUS POLICY NUMBER:** CSU0170364

**NAMED INSURED AND MAILING ADDRESS:**

RM Development Partners

Refer to Named Insured Schedule CSIA409

1541 RIDGE AVE

PHILADELPHIA PA 19130

**PRODUCER - Your contact for matters pertaining to this policy: 12-337**

The Plexus Groupe LLC

21805 W Field Pkwy Ste 300

Deer Park IL 60010

Surplus Lines Broker:  
527787

CSU Producer Resources, Inc.  
6200 South Gilmore Road  
Fairfield, OH 45014-5141  
Scott Hintze

**Policy Period:** From 06/15/2022 To 06/15/2023 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**Form of Business:**

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company ☐ Other

**Business Description:** Student Housing

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

**COVERAGE PARTS**

**PREMIUM**

**DEPOSIT PREMIUM**

Commercial General Liability

\$

Terrorism Risk Insurance Extension Act

**TOTAL POLICY PREMIUM**

\$

**CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.**

Broker Fee

\$

Surplus Lines Taxes

\$

Stamping Fee

\$

Other Taxes or Fees

**TOTAL**

\$

**Premium is subject to annual audit:** ☐ Yes ☒ No

**NOTICE TO POLICYHOLDER:**

**The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.**

Billing Method: **Agency Bill**

**FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:**

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized representative or countersignature, where applicable)

POLICY NUMBER CSU0170364

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NAMED INSURED SCHEDULE**

This Schedule supplements the Declarations.

### **SCHEDULE**

Named Insured: **RM Development Partners**

1618 Sydenham LLC  
15th St Lighthouse, LLC  
Temple Properties, LLC  
1519 Sydenham Development LLC  
16th St Development, LLC  
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CTW Bouvier, LLC  
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Axe Development Pickle LP  
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Rick James LLC  
1511 17th St LP  
1514 Master St LLC  
CTW Arlington LLC  
1809 18th LLC  
BTM on 18th LLC  
Girard St Bullies

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
1	1533 N SYDENHAM ST PHILADELPHIA PA 19121
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12	1725 ARLINGTON ST PHILADELPHIA PA 19121

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

LOC.	ADDRESS
13	1728 N GRATZ ST PHILADELPHIA PA 19121
14	1733 N GRATZ ST PHILADELPHIA PA 19121
15	1804 W BERKS ST PHILADELPHIA PA 19121
16	1804 W MONTGOMERY AVE PHILADELPHIA PA 19121
17	1807 N BOUVIER ST PHILADELPHIA PA 19121
18	1815 W MONTGOMERY AVE PHILADELPHIA PA 19121
19	1823 N BOUVIER ST PHILADELPHIA PA 19121
20	1825 N BOUVIER ST PHILADELPHIA PA 19121
21	1826 W MONTGOMERY AVE PHILADELPHIA PA 19121
22	1832 W MONTGOMERY AVE PHILADELPHIA PA 19121
23	1844 N GRATZ ST PHILADELPHIA PA 19121
24	1906 N 18TH ST PHILADELPHIA PA 19121



**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

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<b>LOC.</b>	<b>ADDRESS</b>
25	1916 N 18TH ST PHILADELPHIA PA 19121
26	1918 N 18TH ST PHILADELPHIA PA 19121
27	1928 N GRATZ ST PHILADELPHIA PA 19121
28	1929 N 18TH ST PHILADELPHIA PA 19121
29	1935 N 18TH ST PHILADELPHIA PA 19121
30	1947 N 18TH ST PHILADELPHIA PA 19121
31	1950 N GRATZ ST PHILADELPHIA PA 19121
32	1955 N 18TH ST PHILADELPHIA PA 19121
33	2001 N CLEVELAND ST PHILADELPHIA PA 19121
34	2003 N CLEVELAND ST PHILADELPHIA PA 19121
35	2004 N CLEVELAND ST PHILADELPHIA PA 19121
36	2028 N 18TH ST PHILADELPHIA PA 19121

**Commercial General Liability Premises Schedule****POLICY NUMBER:** CSU0170364**POLICY EFFECTIVE DATE:** 06/15/2022☒ **if Supplemental  
Declarations Is Attached****NAMED INSURED:** RM Development Partners

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<b>LOC.</b>	<b>ADDRESS</b>
37	2107 N 17TH ST PHILADELPHIA PA 19121
38	411 DIAMOND ST PHILADELPHIA PA 19122
39	1511 N 17TH ST PHILADELPHIA PA 19121
40	1914 N GRATZ ST PHILADELPHIA PA 19121
41	1618 N SYDENHAM ST PHILADELPHIA PA 19121
42	1841-43 N 19TH ST PHILADELPHIA PA 19121
43	1338 N 15TH ST PHILADELPHIA PA 19121
44	1739 PAGE ST PHILADELPHIA PA 19121
45	1514 W MASTER ST PHILADELPHIA PA 19121
46	1533-35 N SYDENHAM ST PHILADELPHIA PA 19121
47	1809 N 18TH ST PHILADELPHIA PA 19121
48	1820 N 18TH ST PHILADELPHIA PA 19121

**Commercial General Liability Premises Schedule**

**POLICY NUMBER:** CSU0170364

**POLICY EFFECTIVE DATE:** 06/15/2022

☒ **if Supplemental  
Declarations Is Attached**

**NAMED INSURED:** RM Development Partners

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**LOC.**

**ADDRESS**

49      1834 N 18TH ST  
         PHILADELPHIA PA 19121

50      629-633 West Girard Ave and 1213 Nort  
         PHILADELPHIA PA 19123

POLICY NUMBER: CSU0170364

COMMERCIAL GENERAL LIABILITY  
CG 20 11 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – MANAGERS OR  
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b> All locations per location schedule excluding 1710 Cambridge St
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> JBMP Group 1133 E Columbia Ave Ste 101 Philadelphia, PA
<b>Additional Premium:</b> \$ 50.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CSU0170364

COMMERCIAL GENERAL LIABILITY  
CG 20 11 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – MANAGERS OR  
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b> All locations per location schedule excluding 1710 Cambridge St	
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> PIP Property Management LLC 4422A Route 27 PO Box 353 Kingston, NJ 08528	
<b>Additional Premium:</b>	\$ <span style="background-color: black; color: black;">[REDACTED]</span>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.